



St.Galler  
Kantonbank

Telefon: +41 71 231 31 31  
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#### Hauptsitz

St.Galler Kantonbank AG  
St. Leonhardstrasse 25  
Postfach  
9001 St. Gallen

#### By Courier

Epiq Bankruptcy Solutions, LLC  
Attn : Lehman Brothers Holdings Claims  
Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017, USA

Date 09.07.2012  
u/Ref Sfca-uk  
Phone-No. 071 231 34 28 / Urs Kaufmann  
E-Mail urs.kaufmann@sgkb.ch

#### Claim Transfer

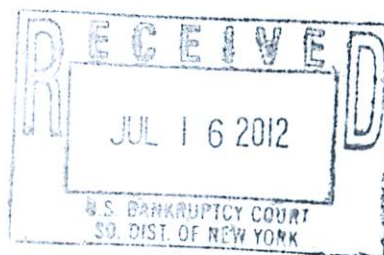
Dear Sir or Madam

Enclosed you receive the forms 'Evidence of Transfer of Claim' and Form 210A.

If we do not hear from you, we assume that everything is okay.


Please feel free to contact the above mentioned phone number if you have any questions.

Thank you in advance.



Yours sincerely,

St.Galler Kantonbank AG

  
Oriana Scheuss  
Mitglied des Kaders

  
Anina Zürcher  
Mitglied des Kaders



Form 210A (10/06)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al., Debtors,

Case No. 08-13555 (JMP)

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence, attached hereto, and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

St. Galler Kantonalbank AG

Name of Transferee

Name and Address where notices  
to transferee should be sent:

St. Galler Kantonalbank AG  
St. Leonhardstrasse 25  
Postfach  
9001 St. Gallen  
Switzerland

Phone: +41 71 231 34 13

Last Four Digits of Acct #: \_\_\_\_\_

Name and Address where transferee  
payments should be sent (if different  
from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

Hyposwiss Privatbank AG

Name of Transferor

Court Claim # (if known): 40670

Date Claim Filed: 10/15/2009

Amount of Claim: USD 50'000.00

Portion of Claim Transferred (see  
Schedule I): USD 25'000.00

Phone: +41 71 231 31 16

Last Four Digits of Acct. #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferor's Agent  
**Oriana Scheuss**

Date: 07/05/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**St.Galler Kantonalbank AG**

**EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged, **Hyposwiss Privatbank AG** ("Transferor") unconditionally and irrevocably transferred to **St. Galler Kantonalbank AG** ("Transferee") all of its right, title, interest, claims and causes of action in and to or arising under or in connection with the portion of its claim (**Claim No. 40670**) of **USD 25'000.00** in nominal value/units related to the security with International Securities Identification Number listed on Schedule I hereto against Lehman Brothers Holdings, Inc. (the "Debtor"), Chapter 11 Case No.: 08-13555 (JMP) (Jointly Administered), United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Transferor hereby waives any objection to the transfer of the claim to Transferee on the books and records of the Debtor and the Bankruptcy Court and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Transferor regarding the transfer of the foregoing claim and recognizing the Transferee as the sole owner and holder of the claim. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of claim, shall be delivered or made to the Transferee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS  
EXECUTED ON **July 5<sup>th</sup>, 2012**.

**Hyposwiss Privatbank AG**

By: 

Name: Andreas Barattiero

Title: Member of Senior Management

By: 

Name: Markus Plüss

Title: Member of Management

**SCHEDULE I**

**Lehman Programs Securities Related to Transferred Portion of Claim:**

<b>ISIN</b>	<b>Court Claim #</b>	<b>Date Claim Filed</b>	<b>Issuer</b>	<b>Nominal Amount of Claim related to Security</b>
XS0204933997	40670	October 15, 2009	Lehman Brothers Treasury Co. BV	USD 25'000





Track this shipment: <http://www.dhl.com>  
**Shipment Waybill**  
 Non-Commercial

Enter account number and insurance details

Account No. ☐ Shipper ☐ Receiver ☐ 3rd party ☐ Cash ☐ Cheque ☐ Credit Card

Shipment Insurance: ☐ Insured ☐ Not insured  
 Not all payment options are available in all countries. CC reference code

**2. From (Shipper)**

Shipper's account number: 150534932  
 Contact name: P. Jorgensen

Shipper's reference (up to 32 characters - first 12 will be shown on invoice)

Company name: SM. GALLER KANTONAL BANK

**Address**

SM. GALLER KANTONAL BANK  
 SM. ZERLAND

**Postcode/Zip Code (required)**

Postcode/Zip Code (required): 441 71/2313710

**3. To (Receiver)**

Phone, Fax or E-mail (required): +41 71/2313710

**LEPiq Bankruptcy Solutions, LLC**  
**Attn: Lehman Brothers Holdings**  
**Claims Processing**  
**957 Third Avenue, 3rd Floor**  
**New York, NY 10017**

**Postcode/Zip Code (required)**

Postcode/Zip Code (required): 10017

**Country**

Country: USA

**Code of person**

Phone, Fax or E-mail (required)

EXPIRY 10/12  
 11 3591 2492



ORIGIN  
 ZGN

DESTINATION CODE  
 ZYR

**4. Shipment details**

Billed weight is calculated from total weight and dimensions

Total number of packages	Total Weight	Pieces	Length	Width	Height
1	0.105 kg	1	20	10	5

**5. Full description of contents**

Give content and quantity

Documents

**6. Non-Document Shipments Only (Customs Requirement)**

Attach the original and two copies of a Proforma or Commercial Invoice  
 Shipper's VAT/GST number: Receiver's VAT/GST or Shipper's EIN/SSN

Declared Value for Customs (as on commercial Proforma Invoice)

Harmonised Commodity Code if applicable

Government Export Number (where legally required)

TYPE OF EXPORT  
☐ Permanent ☐ Repair/Return ☐ Temporary

Destination duties/taxes if left blank receiver pays duties/taxes

Receiver ☐ Shipper ☐ Other ☐ specify approved account number

**7. Shipper's agreement (Signature required)**

Unless otherwise agreed in writing, I/we agree that DHL's Terms and Conditions of Carriage are all applicable, the Warsaw Convention limits and/or excludes DHL's liability for loss, damage or delay and (2) this shipment does not contain cash or dangerous goods (see reverse)

Signature

Date: 11/7/12

**8. Products & Services**

☐ Domestic ☒ International Document  
☐ International Non-Document  
 Products not all are available in and from all locations  
☐ EXPRESS 9:00  
☐ EXPRESS 10:30  
☐ EXPRESS 12:00  
☒ EXPRESS / WOL/DWIDE  
☐ EXPRESS ENVELOPE  
☐ ECONOMY SELECT  
☐ OTHER  
 Optional Services (extra charges may apply)  
☐ Saturday Delivery ☐ Hold for Collection  
☐ Delivery Modification ☐ Payable Packaging  
☐ Other  
 Global Business  
☐ Priority ☐ Standard ☐ Other

DIMENSIONAL/CHARGEABLE WEIGHT

kg • gr

**CHARGES**

Services

Other

Insurance

VAT

CURRENCY TOTAL

Picked up by

Route No.

Date

Time

Receiver's / Parcel copy



**DHL EXPRESS**  
**TERMS AND CONDITIONS**  
**OF CARRIAGE**  
**("Terms and Conditions")**

**IMPORTANT NOTICE**

When ordering DHL's services ("Shipper"), you are agreeing, on your behalf and on behalf of anyone liable with or without intent in the Shipment, that the Terms and Conditions shall apply from the date that DHL accepts the Shipment unless otherwise agreed in writing by an authorised officer of DHL.

**1. Customs, Exports and Imports**

DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations; (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorised.

**2. Unacceptable Shipments**

Shipper agrees that its Shipment is acceptable for transportation and is not acceptable if it is: (1) classified as dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organisation; (2) no customs declaration is made when required by applicable customs regulations; (3) it contains contraband, goods, animals, bullion, currency, banknotes, tax stickers, bearer form negotiable instruments, fireworks, explosives and ammunition; human remains, pornography or illegal narcotics/drugs; (4) it contains any other item which DHL decides cannot be carried safely or legally; or (5) its packaging is defective or inadequate.

**3. Deliveries and Undeliverables**

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the Receiver's postal service) but not necessarily to the named Receiver's premises. Shipments to an address with a central receiving area will be delivered to that area. If the Shipment is deemed to be undeliverable, it has been returned for customs purposes, or Receiver cannot be reached, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

**4. Inspection**

DHL has the right to open and inspect a Shipment without notice.

**5. Shipment Charges**

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighted and re-measured by DHL to confirm this calculation. Shipper shall pay or reimburse DHL for all Shipment charges, ancillary charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's or any third party's behalf and all claims.

not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delays. Certain services have a money-back guarantee which may be credited or refunded for delay of all or part of the Shipment or charges in some cases. The Money-Back Guarantee Terms and Conditions are available on the DHL website ([www.dhl.com](http://www.dhl.com)) or DHL Customer Service.

**10. Circumstances Beyond DHL's Control**

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to: electrical, magnetic damage to, or erasure of, electronic or photographic information; data or records; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL; e.g. Shipper, Receiver, third party, customs or other government official; Force Majeure; earthquake, cyclone, storm, flood, fog, war, plane crash or embargo; or civil commotion, industrial action.

**11. International Conventions**

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal, Convention, or the Warsaw Convention as applicable to international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. The conventions limit DHL's liability for loss or damage.

**12. Shipper's Warranties and Indemnity**

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws, regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to DHL;
- the Shipment is properly marked and addressed and packaged to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with;
- the waybill has been signed by Shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

**13. Routing**

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

**14. Governing Law**

In any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the exclusive jurisdiction of the courts of, and governed by the law of, a country of origin of the Shipment and Shipper irrevocably submit to such jurisdiction, unless contrary to applicable law.

**15. Severability**

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

**16. Miscellaneous**

DHL includes DHL International (Pty) Ltd (DHL Express, Registered 1978/00411407, and Unacceptable Substances Act 15 of 1973, the Regulations for the Conveyance in Aircraft of Dangerous Goods, the Explosives Act 26 of 1956, or the National Road Traffic Act 93 of 1966.

damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 2.

**6. DHL's Liability**

DHL's liability is strictly limited to direct loss and damage only and to the per kilo/lb limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention before or after acceptance of the Shipment. If a Shipment combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed:

- **SUS 25.00/kilogram or SUS 11.34/lb for Shipments transported by air or other non-road mode of transportation; or**
- **SUS 12.00/kilogram or SUS 5.44 /lb for Shipments transported by road.**

Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

**7. Time Limits for Claims**

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever.

**8. Shipment Insurance**

DHL can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

**9. Delayed Shipments and Money-Back Guarantee**

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are

\*Not available for mail services